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October 10, 2014

Ms. Jocelyn Boyd
Chief Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Second Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, LLC d/b/a AT&T South Carolina and TNCI Operating Company LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 2005-275-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, LLC, d/b/a AT&T South Carolina ("AT&T") and TNCI Operating Company LLC submit to the South Carolina Public Service Commission the second amendment to their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and TNCI Operating Company LLC within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Sincerely,

Nyla M. Laney

cc: James E. McDaniel



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AMENDMENT

BETWEEN

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA,
AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA
AND AT&T TENNESSEE**

AND

TNCI OPERATING COMPANY LLC



Signature: eSigned - Jay SinderSignature: eSigned - William A. BockelmanName: eSigned - Jay Sinder
(Print or Type)Name: eSigned - William A. Bockelman
(Print or Type)Title: Chief Executive Officer
(Print or Type)Title: Director
(Print or Type)Date: 07 Oct 2014Date: 08 Oct 2014**TNCI Operating Company LLC**

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE by AT&T Services, Inc., its authorized agent

State	Resale OCN	ULEC OCN
ALABAMA	778B	230D
FLORIDA	778B	839B
GEORGIA	778B	433C
KENTUCKY	778B	939B
LOUISIANA	778B	232E
MISSISSIPPI	778B	941B
NORTH CAROLINA	778B	945D
SOUTH CAROLINA	778B	362D
TENNESSEE	778B	784D

Description	ACNA Code(s)
ACNA(s)	RNA

**AMENDMENT TO THE AGREEMENT
BETWEEN
TNCI OPERATING COMPANY LLC
AND
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T
GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA,
AT&T SOUTH CAROLINA AND AT&T TENNESSEE**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA and AT&T TENNESSEE ("AT&T") and TNCI Operating Company LLC ("CLEC"). AT&T and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CLEC are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated March 2, 2009 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals, the terms and conditions, contained within, and Exhibit A and Exhibit B Pricing Sheet(s) immediately following, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Parties agree to replace Section 6.2.8 Intercarrier Compensation for Wholesale Local Switching in Attachment 2 of the Agreement with the terms in Exhibit A attached hereto.
3. The Parties agree to add the rates for Local Interconnection (Call Transport and Termination) for Wholesale Local Switching in AT&T SOUTHEAST REGION 9-STATE as set forth in Exhibit B, the AT&T Pricing Sheet(s) for the State(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
4. The Parties agree to replace Section 20.3 of the General Terms and Conditions of the LWC Agreement with the following language:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Brian McClintock Chief Operating Officer
STREET ADDRESS	114 E. Halley; Suite A
CITY, STATE, ZIP CODE	Santa Barbara, CA 93101
PHONE NUMBER*	(805) 456-1076
FACSIMILE NUMBER	(805) 568-0063
EMAIL ADDRESS	bmcclintock@tncii.com

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St., 19th floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 712-5792

EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website
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*Informational only and not to be considered as an official notice vehicle under this Section.

5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. Reservation of Rights. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. This Amendment shall be filed with and is subject to approval by the state Commission and shall become effective ten (10) days following approval by such Commission.

6.2.7 Inter-carrier Compensation for Wholesale Local Switching Traffic

- 6.2.7.1 Where CLEC purchases local switching from AT&T-21STATE either on a stand alone basis or in combination pursuant to the terms of a separately negotiated commercial agreement (herein after referred to as "Wholesale Local Switching" or "switching on a wholesale basis"), CLEC shall establish agreements with and will deal directly with Third Party carriers, such as independent companies, ILECs, CMRS or wireless carriers and other CLECs, for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-21STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this Section.
- 6.2.7.2 The following inter-carrier compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLEC when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:
- 6.2.7.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 6.2.7.2.2 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T-12STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T-12STATE End User, such traffic shall be paid for reciprocally at the rate applicable for 251(b)(5) and ISP-Bound Traffic, set forth in the Pricing Schedules.
- 6.2.7.3 The following inter-carrier compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases Wholesale Local Switching.
- 6.2.7.3.1 For calls terminating to third parties, such as other CLECs, wireless carriers and independent companies, CLEC shall establish agreements with and will deal directly with third party carriers for purposes of inter-carrier compensation for calls originated by or terminated to the End Users served by such arrangements. If CLEC does not have such an agreement with a third party carrier and AT&T SOUTHEAST REGION 9-STATE is charged termination charges by a third party terminating a call originated by CLEC, or if such third party carrier bills AT&T SOUTHEAST REGION 9-STATE for terminating such calls, despite the existence of such an agreement, then AT&T SOUTHEAST REGION 9-STATE may, at its option:
- 6.2.7.3.1.1 Pay such charges as billed by the third party carrier and charge End Office Switching or its equivalent to CLEC as set forth in the pricing schedule; or
- 6.2.7.3.1.2 Pay such charges as billed by the third party carrier and CLEC will reimburse the full amount of such charges within thirty (30) days of AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 6.2.7.3.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC when CLEC purchases local switching from AT&T SOUTHEAST REGION 9-STATE on a wholesale basis.
- 6.2.7.3.2.1 For intra-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.
- 6.2.7.3.3 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic originated by CLEC, inter-carrier compensation shall apply as follows:
- 6.2.7.3.3.1 For inter-switch Wholesale Local Switching Traffic exchanged between AT&T SOUTHEAST REGION 9-STATE and CLEC where CLEC's End User originates a call that is terminated to an AT&T SOUTHEAST REGION 9-STATE End User or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services in the

AT&T SOUTHEAST REGION 9-STATE area, CLEC shall compensate AT&T for such traffic at the End Office Switching rate or its equivalent as set forth in the Pricing Schedule.

- 6.2.7.3.3.2 For calls originated by a third party and terminating to CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge the originating CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office. AT&T SOUTHEAST REGION 9-STATE shall not charge the terminating CLEC for End Office Switching or its equivalent at the terminating end office.
- 6.2.7.3.4 For inter switch 7 or 10-digit dialed Wholesale Local Switching Traffic terminated by CLEC, intercarrier compensation shall apply as follows:
 - 6.2.7.3.4.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC may not charge AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
 - 6.2.7.3.4.2 For calls originated by a third party CLEC where such CLEC purchases Wholesale Local Switching from AT&T SOUTHEAST REGION 9-STATE to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall not charge CLEC for End Office Switching at the terminating end office for use of the network component; therefore, CLEC shall not charge the originating CLEC or AT&T SOUTHEAST REGION 9-STATE intercarrier compensation or any other charges for termination of such calls.
- 6.2.7.3.5 For intraLATA 1+ dialed Wholesale Local Switching Traffic terminating to CLEC where the originating carrier uses AT&T SOUTHEAST REGION 9-STATE's Carrier Identification Code (CIC) for its End User's LPIC, then intercarrier compensation shall apply as follows:
 - 6.2.7.3.5.1 For calls originated by an AT&T SOUTHEAST REGION 9-STATE End User or by an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule at the terminating end office for use of the end office switching network components used in terminating such calls. CLEC may charge AT&T SOUTHEAST REGION 9-STATE for intercarrier compensation at the rate for End Office Switching or its equivalent as set forth in the Pricing Schedule. CLEC shall not charge originating or terminating switched access rates to AT&T SOUTHEAST REGION 9-STATE for termination of those calls.
- 6.2.7.3.6 For intraLATA 1+ dialed Wholesale Local Switching Traffic originated by CLEC where CLEC uses AT&T SOUTHEAST REGION 9-STATE Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC), intercarrier compensation shall apply as follows:
 - 6.2.7.3.6.1 For calls terminating to AT&T SOUTHEAST REGION 9-STATE or to an End User served by AT&T SOUTHEAST REGION 9-STATE resold services, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule.

- 6.2.7.3.6.2 For calls terminating to a third party LEC where such LEC is utilizing AT&T SOUTHEAST REGION 9-STATE Wholesale Local Switching to provide service to its End User, AT&T SOUTHEAST REGION 9-STATE shall charge CLEC for End Office Switching or its equivalent as set forth in the Pricing Schedule. AT&T SOUTHEAST REGION 9-STATE will not charge the terminating LEC for End Office Switching at the terminating end office. In the event that AT&T SOUTHEAST REGION 9-STATE is charged terminating charges by the LEC, AT&T SOUTHEAST REGION 9-STATE may pay such charges and CLEC will reimburse AT&T SOUTHEAST REGION 9-STATE the full amount of such charges within thirty (30) days following AT&T SOUTHEAST REGION 9-STATE's request for reimbursement.
- 6.2.7.3.7 For calls originated by or terminating to interexchange carriers (IXCs) through a switched access service arrangement, CLEC may bill the IXC in accordance with the CLEC's tariff and will not bill AT&T SOUTHEAST REGION 9-STATE any charges for such calls. CLEC shall pay AT&T SOUTHEAST REGION 9-STATE applicable charges for the use of AT&T SOUTHEAST REGION 9-STATE's network in accordance with the rates set forth in the Pricing Schedule.

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
2	AL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007025			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	FL	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALER LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0007662			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0016333			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	CO's (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	KY	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0011971			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	LA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.001868			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	MS	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010269			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	NC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0015			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	SC	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0010519			MOU

PRICING SHEETS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
2	TN	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) FOR WHOLESALE LOCAL SWITCHING IN AT&T SOUTHEAST REGION 9-STATE	End Office Switching (Port Usage) - End Office Switching Function, Per MOU				0.0008041			MOU